



Performance Work Statement

For

**ARC FLASH EMPLOYEE WORK GARMENTS PURCHASE AND SERVICING
INDEFINITE DELIVERY/INDEFINITE QUANTITY
(IDIQ)**

Southeast Louisiana Veterans Health Care System
Department of Veterans Affairs

March 19, 2018
Rev. April 28, 2018

**PERFORMANCE WORK STATEMENT
FOR
ARC FLASH EMPLOYEE WORK GARMENTS PURCHASE AND SERVICING
INDEFINITE DELIVERY/INDEFINITE QUANTITY
(IDIQ)**

1.0 GENERAL INFORMATION

The Department of Veteran Affairs, Southeast Louisiana Veterans Health Care System (SLVHCS), New Orleans, LA is seeking Professional Services to provide arc flash clothing and servicing equipment as outlined in this performance work statement (PWS). This procurement shall be executed as an indefinite delivery/indefinite quantity (IDIQ). This contract is for the rental and cleaning of arc flash single layer garments.

1.1. GENERAL SCOPE

The Contractor shall provide all labor, materials, tools, parts, equipment, permits, testing, reports, travel, and supervision required to provide Arc Flash/Fire Retardant uniforms, certification of such clothing, and administer rotation of said clothing.

1.2. COR AUTHORITY

In no event is the Contracting Officer's Representative (COR) empowered to change any of the terms and conditions of the contract. All changes, to any section of this contract, shall be made only by the Contracting Officer pursuant to a properly executed modification. The types of actions within the purview of the COR's authority are to ensure that the Contractor performs the technical requirements of the contract, and to notify the Contracting Officer of any deficiencies observed. A Letter of Designation shall be issued to the COR and a copy shall be sent to the Contractor at the time of contract kickoff meeting or post-award conference setting forth in full the responsibilities and limitations of the COR.

1.3. PERIOD OF PERFORMANCE

This contract shall commence on or around August 1, 2018 and shall consist of one base year and four (4) one-year option periods. Contract periods are estimated as follows:

Base year: August 1, 2018 – July 31, 2019

Option Period 1: August 1, 2019 – July 31, 2020

Option Period 2: August 1, 2020 – July 31, 2021

Option Period 3: August 1, 2021- July 31, 2022

Option Period 4: August 1, 2022- July 31, 2023

2.0 LOCATION

The new replacement Southeast Louisiana Veterans Health Care System is location at 2400 Canal Street, New Orleans, LA 70119 and outpatient clinics located in Baton Rouge, Reserve, Slidell, Hammond and New Orleans, LA. The healthcare center comprises of over 2.3 million

square feet, a majority of it housed at the 2400 Canal St. Main Campus. The facility at 2400 Canal consists of fifteen (15) buildings which house patient care spaces, administrative offices, and multi-level parking structures. All other outlying clinics include single story buildings with two owned facilities (Reserve and Hammond) and five leased (Slidell, Baton Rouge (2), New Orleans (2)). All employees currently have the 2400 Canal St. Location as their duty station.

3.0 DESCRIPTION

3.1 The contractor shall provide arc flash clothing and personal protective equipment (PPE) per the PWS. Equipment and clothing shall vary according to arc flash protective levels associated with the clothing. Clothing provisions shall meet the requirements of “first layer” PPE, as outlining in NFPA 70E. All garment sizes shall be adult.

3.2 Anticipated schedule of CLIN items

CLI #	Title of Item	Item Description/Salient Characteristics	Inspection/Certification Frequency	Sizes
0001	Fittings	The contractor shall provide all staffing necessary in order to conduct fittings on VA employees for the garments requested.	N/A	N/A
0001A	Fittings (1 - 5 people)	Fitting to occur for 1 – 5 people	See schedule below	N/A
0001B	Fittings (5 - 10 people)	Fitting to occur for 6 – 10 people	See schedule below	N/A
0001C	Fittings (11 - 20 people)	Fitting to occur for 10 – 20 people	See schedule below	N/A
0001D	Fittings (21 - 30 people)	Fitting to occur for 20 – 30 people	See schedule below	N/A
0001E	Fittings (31 - 40 people)	Fitting to occur for 30 – 40 people	See schedule below	N/A
0001F	Fittings (41 - 50 people)	Fitting to occur for 40 – 50 people	See schedule below	N/A
0002	Work Shirts	Design Basis: Armorex FR Work Shirts Embroidery: VA Logo Shall exceed NFPA 70E PPE Categories 1 and 2 as single layer garments. All garments shall meet NFPA 2112, 2113, 45, 652 requirements for fire retardant/resistant, fabrics	Weekly inspection of garments	Small Medium Large XL 2XL 3XL 4XL

		Color Options: Khaki, Navy, Gray, White		
0002A	Work Shirts	<p>Design Basis: Armorex FR Work Shirts</p> <p>Embroidery: VA Logo</p> <p>Shall exceed NFPA 70E PPE Categories 1 and 2 as single layer garments. All garments shall meet NFPA 2112, 2113, 45, 652 requirements for fire retardant/resistant, fabrics</p> <p>Color Options: Khaki, Navy, Gray, White</p>	Weekly inspection of garments	Small
0002B	Work Shirts	<p>Design Basis: Armorex FR Work Shirts</p> <p>Embroidery: VA Logo</p> <p>Shall exceed NFPA 70E PPE Categories 1 and 2 as single layer garments. All garments shall meet NFPA 2112, 2113, 45, 652 requirements for fire retardant/resistant, fabrics</p> <p>Color Options: Khaki, Navy, Gray, White</p>	Weekly inspection of garments	Medium
0002C	Work Shirts	<p>Design Basis: Armorex FR Work Shirts</p> <p>Embroidery: VA Logo</p> <p>Shall exceed NFPA 70E PPE Categories 1 and 2 as single layer garments. All garments shall meet NFPA 2112, 2113, 45, 652 requirements for fire retardant/resistant, fabrics</p> <p>Color Options: Khaki, Navy, Gray, White</p>	Weekly inspection of garments	Large
0002D	Work Shirts	<p>Design Basis: Armorex FR Work Shirts</p>	Weekly inspection of garments	XL

		<p>Embroidery: VA Logo</p> <p>Shall exceed NFPA 70E PPE Categories 1 and 2 as single layer garments. All garments shall meet NFPA 2112, 2113, 45, 652 requirements for fire retardant/resistant, fabrics</p> <p>Color Options: Khaki, Navy, Gray, White</p>		
0002E	Work Shirts	<p>Design Basis: Armorex FR Work Shirts</p> <p>Embroidery: VA Logo</p> <p>Shall exceed NFPA 70E PPE Categories 1 and 2 as single layer garments. All garments shall meet NFPA 2112, 2113, 45, 652 requirements for fire retardant/resistant, fabrics</p> <p>Color Options: Khaki, Navy, Gray, White</p>	Weekly inspection of garments	2XL
0002F	Work Shirts	<p>Design Basis: Armorex FR Work Shirts</p> <p>Embroidery: VA Logo</p> <p>Shall exceed NFPA 70E PPE Categories 1 and 2 as single layer garments. All garments shall meet NFPA 2112, 2113, 45, 652 requirements for fire retardant/resistant, fabrics</p> <p>Color Options: Khaki, Navy, Gray, White</p>	Weekly inspection of garments	3XL
0002G	Work Shirts	<p>Design Basis: Armorex FR Work Shirts</p> <p>Embroidery: VA Logo</p> <p>Shall exceed NFPA 70E PPE Categories 1 and 2 as single layer garments. All garments shall</p>	Weekly inspection of garments	4XL

		<p>meet NFPA 2112, 2113, 45, 652 requirements for fire retardant/resistant, fabrics</p> <p>Color Options: Khaki, Navy, Gray, White</p>		
0003	Work Pants	<p>Design Basis: TecaSafe Plus Work Pants</p> <p>Shall exceed NFPA 70E PPE Categories 1 and 2 as single layer garments. All garments shall meet NFPA 2112, 2113, 45, 652 requirements for fire retardant/resistant, fabrics</p> <p>Color Options: Khaki, Navy, Gray, White</p>	Weekly inspection of garments	<p>Small</p> <p>Medium</p> <p>Large</p> <p>XL</p> <p>2XL</p> <p>3XL</p> <p>4XL</p>
0003A	Work Pants	<p>Design Basis: TecaSafe Plus Work Pants</p> <p>Shall exceed NFPA 70E PPE Categories 1 and 2 as single layer garments. All garments shall meet NFPA 2112, 2113, 45, 652 requirements for fire retardant/resistant, fabrics</p> <p>Color Options: Khaki, Navy, Gray, White</p>	Weekly inspection of garments	Small
0003B	Work Pants	<p>Design Basis: TecaSafe Plus Work Pants</p> <p>Shall exceed NFPA 70E PPE Categories 1 and 2 as single layer garments. All garments shall meet NFPA 2112, 2113, 45, 652 requirements for fire retardant/resistant, fabrics</p> <p>Color Options: Khaki, Navy, Gray, White</p>	Weekly inspection of garments	Medium
0003C	Work Pants	<p>Design Basis: TecaSafe Plus Work Pants</p> <p>Shall exceed NFPA 70E PPE Categories 1 and 2 as single layer</p>	Weekly inspection of garments	Large

		<p>garments. All garments shall meet NFPA 2112, 2113, 45, 652 requirements for fire retardant/resistant, fabrics</p> <p>Color Options: Khaki, Navy, Gray, White</p>		
0003D	Work Pants	<p>Design Basis: TecaSafe Plus Work Pants</p> <p>Shall exceed NFPA 70E PPE Categories 1 and 2 as single layer garments. All garments shall meet NFPA 2112, 2113, 45, 652 requirements for fire retardant/resistant, fabrics</p> <p>Color Options: Khaki, Navy, Gray, White</p>	Weekly inspection of garments	XL
0003E	Work Pants	<p>Design Basis: TecaSafe Plus Work Pants</p> <p>Shall exceed NFPA 70E PPE Categories 1 and 2 as single layer garments. All garments shall meet NFPA 2112, 2113, 45, 652 requirements for fire retardant/resistant, fabrics</p> <p>Color Options: Khaki, Navy, Gray, White</p>	Weekly inspection of garments	2XL
0003F	Work Pants	<p>Design Basis: TecaSafe Plus Work Pants</p> <p>Shall exceed NFPA 70E PPE Categories 1 and 2 as single layer garments. All garments shall meet NFPA 2112, 2113, 45, 652 requirements for fire retardant/resistant, fabrics</p> <p>Color Options: Khaki, Navy, Gray, White</p>	Weekly inspection of garments	3XL
0003G	Work Pants	<p>Design Basis: TecaSafe Plus Work Pants</p>	Weekly inspection of garments	4XL

		Shall exceed NFPA 70E PPE Categories 1 and 2 as single layer garments. All garments shall meet NFPA 2112, 2113, 45, 652 requirements for fire retardant/resistant, fabrics Color Options: Khaki, Navy, Gray, White		
0004	Additional Pick ups	Additional garment pick ups in the event of an emergency or major event. Estimated at no more than three per year	N/A	N/A

3.3 The Contractor shall be responsible for providing the following:

3.3.1 Conducting an initial assessment of employees (sizing).

3.3.1.1 Contractor shall allow for up to 75 fittings (75 employees estimated) annually. This may increase or decrease over the course of the contract. Initial fittings are anticipated to decrease over the life of the contract. A single fitting shall be considered a single scheduled event, not per day.

3.3.1.2 All fittings shall be conducted to best determined garment sizes needed for the individual employee. Each employee will receive up to eleven (11) sets (shirts and pants) of garments. Garments will be available for employee use within two (2) weeks of fitting.

3.3.1.3 All fittings shall be completed under the following time frames:

<i>Number of People</i>	<i>Completion Rates (business days)</i>
Fittings (1- 5 people)	1 day
Fittings (5 - 10 people)	1 day
Fittings (11 -20 people)	1 day
Fittings (21 -30 people)	2 days
Fittings (31 -40 people)	3 days
Fittings (41 -50 people)	4 days

3.3.1.4 Garment sizes may vary from small to 4 XL.

3.3.2 Work Garments

3.3.2.1 Weekly inspections of garments to determine if garments need to be replaced or repaired shall be conducted by the contractor.

3.3.2.1.1 Garments shall be repaired at no cost

3.3.2.1.2 Worn garments will be replaced at no cost

3.3.2.1.2.1 Worn may include but is not limited to the following:

- 3.3.2.1.2.1.1 Rips
- 3.3.2.1.2.1.2 Tears
- 3.3.2.1.2.1.3 Extensive fading
- 3.3.2.1.2.1.4 Loss of tags or embroidery
- 3.3.2.1.2.1.5 Abrasions (especially in areas like elbows, knees, etc.)
- 3.3.2.1.2.1.6 Failure of testing ratings
- 3.3.2.1.2.1.7 Unraveling
- 3.3.2.1.2.1.8 Loose threading
- 3.3.2.1.2.1.9 Broken weaving
- 3.3.2.1.2.1.10 Soiled with potentially flammable substances such as grease, oil, fuel, chemicals, solvents
- 3.3.2.1.2.1.11 Frayed collars, cuffs or seams
- 3.3.2.1.2.1.12 Any garment involved in an Arc Flash Incident
- 3.3.2.1.3 Replacement garments shall be available for use within five (5) business day of discovered need.
- 3.3.2.2 All garments will be embroidered with VA logo.
- 3.3.2.3 All garments shall bare tags indicating the clothing PPE rating in cal/cm².
- 3.3.2.4 All garments shall have a unique identifier for the purposes of:
 - 3.3.2.4.1 Identifying who the garment has been issued to
 - 3.3.2.4.2 Tracking garment inspections
- 3.3.2.5 All work garments shall carry an ATPV rating of 8 or higher
- 3.3.2.6 All garments shall meet NFPA 70E, 2112, 2113, 45, 652, ASTM F2178 and flammability requirements of ASTM 1506, and OSHA concerning fire resistant, fire retardant clothing.
- 3.3.2.7 All garments shall be laundered weekly at a minimum by the contractor.
- 3.3.2.8 All garments shall be available in the following colors at all times.
 - 3.3.2.8.1 White
 - 3.3.2.8.2 Gray
 - 3.3.2.8.3 Navy
 - 3.3.2.8.4 Khaki
- 3.4 All items inspected, cleaned, or repairs shall be followed by a certified, tech stamped document indicating that a qualified employee has performed the work. The document shall indicate all work that was conducted on the garment.
- 3.5 All garments shall be submitted for approval by the VA prior to implementation. Submittal process shall include:
 - 3.5.1 Cut sheet on the garment indicating fabric blend, garment certifications, colors, material sample, testing criteria for the garment
 - 3.5.2 This shall be completed with a physical signature.
- 3.6 Garment Drop Off/Pick up

- 3.6.1 At no point, will garments be picked up without assigned VA personnel present to witness and sign for materials. A report shall be given on the garments picked up, how many were picked up, the identifier for each garment. This shall be completed with a physical signature. All paperwork will be submitted to the COR weekly.
- 3.6.2 All new garments returned shall be witnessed and signed for by a VA designated VA personnel. The personnel must sign off on: the garment type, quantity, general state of the garment, identifier for the garment. This shall be completed with a physical signature. All paperwork will be submitted to the COR weekly.
- 3.6.3 The contractor shall provide a sealed container for garment deposit. The container shall be approved by the VA prior to implementation. The container must be capable of control to ensure no loss or removal of garments occurs without approval.
- 3.7 Garment amounts
 - 3.7.1 The contractor shall be prepared to provide no fewer than eleven (11) sets (shirts and pants) for up to 75 people per period of performance. This quantity does not include replacements.

4.0 PERFORMANCE REQUIREMENT

- 4.1 Provide arc flash PPE work garment as required per this PWS. Inspections shall be conducted on the PPE to determine usability and ratings. Replace all work garments or repairs to meet rating requirements.
- 4.2 The contractor shall notify the VA should any PPE are found to have fallen outside of rating tolerance.
- 4.3 All certifications shall be accompanied by an electronic and paper copy.

5.0 HOURS OF OPERATION.

5.1. All work shall be performed between the hours of 7:30 am – 4:00 pm Monday through Friday

5.2. Work garments to be replaced shall be returned within one week of pick up during regular working hours. Pick up time for garments shall be no later than 3:00 pm. Set pick up and drop off times shall be arranged with COR prior to commencement.

6.0 WRITTEN REPORT REQUIREMENT

6.1. Upon conclusion of performance the under this maintenance contract, the contractor shall provide a written report in excel or word format to the Government, which is intended for the owner (VA Medical Center) to provide documentation or for recordkeeping. The report shall include the following:

- 6.1.1. Total number of uniform rotated
- 6.1.2. Total number of pick-ups conducted for the year
- 6.1.3. Total number of repairs completed
- 6.1.4. Uniforms with highest repair/damage rates

6.1.5. Total number of failed pick ups

7.0 GENERAL INFORMATION

7.1. Contractor Personnel.

7.1.1. Contractor Employees. Contractor personnel shall present a neat appearance and in uniform. The uniform shall have the prime Contractor's name easily identifiable, affixed thereon in a permanent or semi-permanent manner such as a badge or monogram. Any color combination, as appropriate, may be used for the uniforms as long as they are distinct from that used by Facilities Management Service (VA Engineering).

7.1.1. The uniform shall have the prime Contractor's name easily identifiable, affixed thereon in a permanent or semi-permanent manner such as a badge or monogram. Any color combination, as appropriate, may be used for the uniforms as long as they are distinct from that used by Facilities Management Service (VA Engineering).

7.1.2. These uniforms must be supplied and maintained by the Contractor at no cost to the Government. As part of their uniform, the Contractor's employees shall conspicuously display the following identification:

7.1.3. Personnel Identification Verification (PIV) Badge issued by the Government.

7.1.4. Photo Identification Badge issued by the employee's respective employer.

7.2. Key Personnel. All services covered by this contract will be performed by fully qualified and trained electricians. Supervisor shall possess the necessary skills and experience to perform the work as identified in this PWS.

7.3. The Contractor's Staff will include, when required inspection technicians, seamstress or subcontractors specifically qualified and trained to perform the tasks identified in the PWS. All technicians inspected the PPE noted herein shall have at least five (5) years of experience conducting maintenance, inspection and certification of fire retardant clothing, with a concentration in arc flash protection. Company experience with repair the garments noted herein five (5) years. All information concerning key personnel shall be submitted by the contractor prior to contract award and as part of the evaluation process.

7.4. The Contractor shall provide a qualified and experienced Project Manager (PM) for this contract. The Project Manager shall have full authority to act for the Contractor and serve at all times to carry out all the provisions of the contract. The PM shall be in charge of and have overall responsibility for the work to be carried out under this contract.

7.5. The Contractor's PM's work hours shall coincide with the Medical Center's business hours which are defined as 7:30 AM – 4:00 PM, Monday through Friday, with the exceptions of all holidays observed by the Government. The PM or approved responsible alternate authorized by the COR will be identified and available for receiving calls 24 hours a day, seven (7) days a week.

7.6. The Contractor shall submit within five (5) working days (M-F) after the award of the contract a list of its Key Personnel, PM and an alternate or equally responsible Supervisory person who when approved by the COR shall assume the PM's duties when the primary project manager is absent. The key personnel list shall also identify the names of the certified Technicians who will perform the Maintenance services of this SOW. A resume shall be included with all names on the Contractor's Key Personnel List. The Contractor shall include with the Key Personnel List contact numbers and email addresses for all employees performing services under this contract.

7.7. When Staffing changes are made the Contractor shall comply with updating the Key Personnel List prior to processing for a security badge providing the supporting documentation of a resume and submitting the list to the COR. Any change in lead level Staffing shall require 15 days' notice to the COR.

8.0 CONDUCT

8.1. The Contractor's employees at all times while on the job site, whether on or off duty, shall conduct themselves in a professional, orderly and safe manner. Rudeness, fighting, being under the influence of alcohol and/or drugs or possessing and/or consuming alcohol and/or drugs, gambling, soliciting, stealing, and any other conduct that interferes or has the potential to interfere with the Contractor's performance of its duties under this contract, shall not be permitted on the job site and shall result in immediate and permanent removal from the job site of any employee engaging in such conduct from work.

8.2. The contractor and its personnel shall review and agree to comply with the Government's Information Security System (ISS), and network policy.

8.3. This is a non-smoking facility. This includes e-cigarettes.

8.4. Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.

8.5. Physical Security. The contractor shall safeguard all government property.

9.0 CONTRACTOR FURNISHED RESOURCES

The Contractor shall furnish all supervision, labor, administrative support, materials, tools, parts, supplies, equipment, and transportation necessary to fulfill all the requirements and satisfactorily perform all services described in this SOW in a safe, orderly, timely, efficient and workmanlike manner. The contractor shall provide any additional resources

9.1. PROPERTY AND PERSONNEL PROTECTION

9.1.1. The contractor shall use clean drop cloths or other suitable covering to fully protect furniture and equipment where work is being performed.

9.1.2. Proper protective signs such as “DANGER ENERGIZED CIRCUIT” Etc. to alert other working personnel shall be used. All OSHA guidelines must be followed.

9.1.3. The contractor will leave all work areas in a clean and sanitary condition. Extreme care must be taken to protect all V.A. equipment.

9.1.4. The Contractor shall provide all safety equipment/devices, personal protective equipment and clothing as required for its employees.

9.2. SUPERVISION

A thoroughly trained and experienced supervisor, electrical staff, and door opener installers will perform all work under the strict supervision of the contractor. The supervisor must be able to read and understand blueprints.

9.3. SAFETY PRECAUTIONS

9.3.1. The Contractor shall comply with all applicable Federal, State and local legal requirements regarding workers health and safety. The requirements include but are not limited to, those found in Federal and State Occupational Safety and Health Act (OSHA) statutes and regulations, such as applicable provisions of Title 29, Code of Federal Regulations (CFR) Parts 1910 and 1926. Contractor is solely responsible for determining the legal requirements that apply to activities, and shall ensure safe and healthful working conditions for its employees.

9.3.2. Contractor shall assume the responsibility to guard against causing of fires and/or explosions and to protect Government Property.

9.3.3 The Contractor shall perform the work in a manner consistent with industry standards and best practices.

9.3.4. No flammable liquids shall be stored or used in the medical center.

9.3.5 The Contractor shall receive from the COR a permit for all cutting, welding, and soldering 24 hours in advance. All permits shall be prominently displayed during all work.

9.3.6. All necessary precautions shall be taken by the contractor to prevent accidental operation of any existing smoke detectors or sprinkler heads.

9.3.7. The Contractor shall comply with an Infection Control Risk Assessment (ICRA) which will be developed with the COTR and the Infection Control Practitioner. Multiple ICRA's may be necessary to address specific risks at various stages of the project and must be approved prior to proceeding on each phase.

9.3.8 Contractor shall also be responsible to work with Facilities Management Service, Safety Department, and Infection Control standards to meet patient care safety at

all times. Contractor shall keep all tools and parts in a safe manner and under control at all times. Contractor will meet all OSHA standards for Employee safety.

9.4. MATERIALS AND SUPPLIES

9.4.1. Materials and Supplies acquired directly from the manufacturer shall be reimbursed at the Contractor's cost with no markup. There shall be no mark up for shipping and handling costs.

9.4.2. Invoices that include reimbursement for materials and supplies must include original invoices as back-up documentation for supplies and materials purchased for all supplies and materials related to remediation projects.

9.5. COMMUNICATION EQUIPMENT

9.5.1. All Contractor employees assigned to Medical Center shall have, at all times while on the jobsite, portable communication devices with full service to allow immediate two-way communication between the Contractor and/or Government representatives.

9.6 SERVICE VEHICLES

9.6.1. The Contractor shall provide at a minimum one (1) service vehicle which is equipped, licensed, and insured. The service vehicle may be on site while the Contractor's employees are working at the Medical Center. The service vehicle is required to transport materials and supplies, contractor's employees and tools to various equipment and storage locations at the Medical Center.

10.0 HAZARDOUS MATERIAL REPORTING

10.1. The Contractor shall maintain hazardous material inventories and safety data sheets (SDS) for all hazardous materials (as defined in CFR 1910.120, 40 CFR's 355, 370, & 372) to be stored and used on this Medical Center. Hazardous materials must be inventoried when received and at the project's completion. The amounts used shall be maintained for the contract duration.

10.2. Hazardous Materials Inventories, Safety Data Sheets and material quantities used shall be submitted to the Contracting Officer for approval.

10.3. In the event of a spill, Contractor shall immediately notify the Contracting Officer's Representative as well as the Contracting Officer. The Contractor shall be solely responsible for the expense of any cleanup of such spill, and the cleanup shall be in accordance with the applicable provisions of 40 CFR Part 761.

13.0 ENVIRONMENTAL PROTECTION

13.1. In order to provide for abatement and control of all environmentally hazardous materials arising Inspection activities, the Contractor shall comply with all applicable environmentally hazardous material control and abatement and all applicable as specifically required by state, local, federal, VHA and TJC.

13.2. The Contractor is responsible for daily cleanup of all areas affected by its work. Areas in use or affected shall be returned to condition in which they were turned over or initially found. VA Housekeeping shall not be dispatched for cleaning associated with contractor work.

13.3. The Contractor shall take every precaution in preserving flooring, finishes, equipment, and furniture in areas of work. The Contractor shall repair or replace any damage incurred during its work at their expense.

13.4. Contractor shall use freight elevators for transmission of materials and personnel. Contractor shall take every precaution in preserving the elevators, including the hoist way and lobby doors, interior finishes, and shall conduct all good practices in observing lifting and motor components tolerances. Any damage incurred to any elevator component due to negligence will be repaired at expense of the contractor, within the work day of incurred damage.

13.5 Sub-Contractor Work

13.1. No portion of the work shall be subcontracted without prior written consent of the Contracting Officer.

13.2. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the Contracting Officer with the names, qualifications and experience of their proposed subcontractor(s).

13.3. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

14.0 Conflicts of Interest

14.1. The contractor shall not employ any person who is an employee of the United States Government if that employment would appear to cause a conflict of interest.

15.0 PERFORMANCE REQUIREMENT SUMMARY

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement.

Performance Objective	Standard	Performance Threshold	Method of Surveillance
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Weekly Pick Up services	<i>Timely responsiveness</i> Contractor responds within the timeframes noted in the PWS	>95% response time as noted in the contract	Periodic Surveillance
	<i>Timely delivery</i>	>95% response time as noted in the contract	Periodic Surveillance
Work Quality and work practices shall adhere to OSHA, NEC and NFPA	<i>OSHA, NEC and NFPA.</i> <i>All work shall be conducted safely and in accordance with the agencies and directives associated or affiliated with the entities listed here. All work quality shall the requirements outlined by these entities.</i>	100% compliance	Review of maintenance and inspection documents; Observe contractor periodically while conducting maintenance
Clothing certification	<i>All clothing shall be certified when repaired or replaced</i>	100% compliance	Review of inspection documents; Observe contractor periodically while conducting inspections
	<i>all clothing with recent certifications shall be accompanied by documents indicating certification prior to placement in use.</i>	100% compliance	Review of signatures on documents
Reporting	<i>All document shall be presented in excel or word document format.</i>	100% compliance	Review of maintenance and inspection documents

	<i>Documents with original signatures may be submitted as PDF (scanned copies of originals)</i>	100% compliance	Review of maintenance and inspection documents
	<i>All documents shall be readily accessible for the government use during life of the contract</i>	100% compliance	Periodic requests conducted
	<i>All documents shall be accurate without error</i>	>95% compliance	Review of maintenance and inspection documents
	<i>All documents shall retain appropriate signatures and identification of technicians certifying work.</i>	> 95% compliance	Review of maintenance and inspection documents
Emergency Call Back Responsiveness	<i>All calls are answered within timeframes answered under PWS</i>	>95% compliance	Review of call logs; review of maintenance reports
	<i>Contractor responds with timeframes noted in PWS</i>	>95% compliance	Review of call logs; review of maintenance reports

16.0 DELIVERABLES

16.1. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) - shall be delivered as part of the initial contract kickoff and submitted either at the kickoff meeting (one electronic and one hard copy) or emailed to the CO should the meeting be waived: Quality Assurance Surveillance Plan (QASP).

16.2 Work Plan. A detailed plan of execution of the SOW and schedule.

16.2. LIST OF PERSONNEL REQUIRING SECURITY BADGING - The Contractor shall provide the COR with a list of employees who will be applying for security badges five (5) days after the contract award date.

16.3. RESUMES OF ALL KEY PERSONNEL - The Contractor shall provide the resumes for all personnel proposed to perform work on this contract for approval five (5) days after the contract award date.

16.4. TELEPHONE, CELL, FAX NUMBERS, EMAIL ADDRESSES, SCHEDULES - The Contractor shall identify and provide the COR with a list of names, and telephone numbers of the key personnel who shall be responsible for fulfilling all the requirements of this SOW including their work schedules.

16.5. QUALITY CONTROL PLAN - The Contractor shall, within fifteen (15) days of contract start date, submit a quality control plan that details how the Contractor will insure all requirements of the contract will be fulfilled. The plan shall include but not be limited to all elements of the quality control program described in the technical proposal that the contractor submitted in response to the Government's solicitation for this contract.

16.6. MAINTENANCE PLAN - The Contractor shall, within fifteen (15) days of contract start date, submit a maintenance plan that details how the Contractor will insure all requirements of the contract will be fulfilled.

16.7. SAFETY PLAN - The Contractor shall, within fifteen (15) days of contract award, submit its own detailed safety and protection plan that shall comply with all safety, environmental protection, property protection and health provisions of the contract.

16.8. SERVICE REPORTS (format) – The Contractor shall complete service reports for every service call.

16.9. TESTING AND INSPECTION REPORTS - The Contractor shall, within fourteen (14) days after services are rendered, submit (1) original and two (2) copies, inspection and testing reports.

16.10. COMPANY/TECHNICIAN CERTIFICATION – The Contractor shall, after any work is completed on the system (submitted with service ticket, testing and inspection reports), and prior to contract award furnish to the Government all certifications.

16.11. RECORDS - Cumulative service records shall be kept for this contract by location. A separate record file shall be established and kept up to date for each unit. The Contractor shall submit proposed formats for each of the required records listed below for the COR's approval at least 15 calendar days prior to the start date of the contract.

17.0 GOVERNMENT FURNISHED RESOURCES

17.1. The Government may, if available, provide parking at no cost to the Contractor for on-site service vehicles at medical center when performing emergent remediation services. The

Contractor shall be responsible to the regulations of VHA for driving on Medical Center premises.

17.2. The Government will not furnish any supplies, material or equipment.

17.3. The Government will pay the cost of utilities (electric, water, etc.) used in the operations and maintenance of the items noted in this PWS as reasonable. The Government will not compensate, or will back charge, the Contractor for unreasonable utility charges.

17.4. The Government will provide phone numbers, email addresses, e-mail and mailing addresses for the KO, COR and other key personnel.

17.5. The government shall inspect all work performed by the contractor. Work performance shall be deemed satisfactory and acceptable to the government when the COR or designee approves and declares the project satisfactory. The government will document all inspections.

18.0 WASTE REMOVAL

18.1. All waste material shall be properly characterized in accordance with the applicable EPA and DEQ solid waste requirements and disposed of in accordance with the respective waste classification results (if needed).

18.2. Material is to be doubled bagged.

19.0 MEETINGS

19.1. Contract Award Meeting - The Contractor shall not commence performance on this contract until the Government has conducted a contract kickoff meeting, post-award conference or the COR has advised the Contractor that a kickoff meeting is waived.

19.2. PERFORMANCE EVALUATION MEETINGS – may be reduced to reports only.

19.3. The Contractor shall provide an administrative service for processing of documents, records, submissions, invoices and receipt of calls from the COR or emails from the COR.

20.0 COMMUNICATION AND COORDINATION

20.1. The Contractor for the duration of the contract shall maintain an effective Communication and Coordination Policy with COR, KO or designee utilizing e-mail, telephones, faxes, cell phones, etc. to ensure performance requirements are satisfied.

20.2 LOST AND FOUND PROPERTY - The Contractor shall immediately turn in to the Medical Center's Lost and Found Department. Any violations or disregard of the rules, regulations and/or policies may be cause for immediate termination.

20.3 LICENSURE/CERTIFICATIONS - The Contractor shall be licensed by the State of Louisiana to provide Remediation services specified in this contract. All work shall be performed by certified remediation specialists. Evidence of all required licenses and certifications, shall be provided to the KO and COR prior to award of the contract.

21.0 INFORMATION SYSTEM HOSTING, OPERATION, MAINTENANCE, OR USE

21.1. For information systems that are hosted, operated, maintained, or used on behalf of VA at non-VA facilities, contractors/subcontractors are fully responsible and accountable for ensuring compliance with all HIPAA, Privacy Act, FISMA, NIST, FIPS, and VA security and privacy directives and handbooks. This includes conducting compliant risk assessments, routine vulnerability scanning, system patching and change management procedures, and the completion of an acceptable contingency plan for each system. The contractor's security control procedures must be equivalent, to those procedures used to secure VA systems. A Privacy Impact Assessment (PIA) must also be provided to the COTR and approved by VA Privacy Service prior to operational approval. All external Internet connections to VA's network involving VA information must be reviewed and approved by VA prior to implementation.

21.2. Adequate security controls for collecting, processing, transmitting, and storing of Personally Identifiable Information (PII), as determined by the VA Privacy Service, must be in place, tested, and approved by VA prior to hosting, operation, maintenance, or use of the information system, or systems by or on behalf of VA. These security controls are to be assessed and stated within the PIA and if these controls are determined not to be in place, or inadequate, a Plan of Action and Milestones (POA&M) must be submitted and approved prior to the collection of PII.

21.3. Outsourcing (contractor facility, contractor equipment or contractor staff) of systems or network operations, telecommunications services, or other managed services requires certification and accreditation (authorization) (C&A) of the contractor's systems in accordance with VA Handbook 6500.3, Certification and Accreditation and/or the VA OCS Certification Program Office. Government-owned (government facility or government equipment) contractor-operated systems, third party or business partner networks require memorandums of understanding and interconnection agreements (MOU-ISA) which detail what data types are shared, who has access, and the appropriate level of security controls for all systems connected to VA networks.

21.4. The contractor/subcontractor's system must adhere to all FISMA, FIPS, and NIST standards related to the annual FISMA security controls assessment and review and update the PIA. Any deficiencies noted during this assessment must be provided to the VA contracting officer and the ISO for entry into VA's POA&M management process. The contractor/subcontractor must use VA's POA&M process to document planned remedial actions to address any deficiencies in information security policies, procedures, and practices, and the completion of those activities. Security deficiencies must be corrected within the timeframes

approved by the government. Contractor/subcontractor procedures are subject to periodic, unannounced assessments by VA officials, including the VA Office of Inspector General. The physical security aspects associated with contractor/subcontractor activities must also be subject to such assessments. If major changes to the system occur that may affect the privacy or security of the data or the system, the C&A of the system may need to be reviewed, retested and re-authorized per VA Handbook 6500.3. This may require reviewing and updating all of the documentation (PIA, System Security Plan, and Contingency Plan). The Certification Program Office can provide guidance on whether a new C&A would be necessary.

21.5. The contractor/subcontractor must conduct an annual self-assessment on all systems and outsourced services as required. Both hard copy and electronic copies of the assessment must be provided to the COTR. The government reserves the right to conduct such an assessment using government personnel or another contractor/subcontractor. The contractor/subcontractor must take appropriate and timely action (this can be specified in the contract) to correct or mitigate any weaknesses discovered during such testing, generally at no additional cost.

21.6. VA prohibits the installation and use of personally-owned or contractor/subcontractor owned equipment or software on VA's network. If non-VA owned equipment must be used to fulfill the requirements of a contract, it must be stated in the service agreement, SOW or contract. All of the security controls required for government furnished equipment (GFE) must be utilized in approved other equipment (OE) and must be funded by the owner of the equipment. All remote systems must be equipped with, and use, a VA-approved antivirus (AV) software and a personal (host-based or enclave based) firewall that is configured with a VA approved configuration. Software must be kept current, including all critical updates and patches. Owners of approved OE are responsible for providing and maintaining the anti-viral software and the firewall on the non-VA owned OE.

21.7. All electronic storage media used on non-VA leased or non-VA owned IT equipment that is used to store, process, or access VA information must be handled in adherence with VA Handbook 6500.1, Electronic Media Sanitization upon: (i) completion or termination of the contract or (ii) disposal or return of the IT equipment by the contractor/subcontractor or any person acting on behalf of the contractor/subcontractor, whichever is earlier. Media (hard drives, optical disks, CDs, back-up tapes, etc.) used by the contractors/subcontractors that contain VA information must be returned to the VA for sanitization or destruction or the contractor/subcontractor must self-certify that the media has been disposed of per 6500.1 requirements. This must be completed within 30 days of termination of the contract.

21.8. Bio-Medical devices and other equipment or systems containing media (hard drives, optical disks, etc.) with VA sensitive information must not be returned to the vendor at the end of lease, for trade-in, or other purposes. The options are:

21.8.1. Vendor must accept the system without the drive;

21.8.2. VA's initial medical device purchase includes a spare drive which must be installed in place of the original drive at time of turn-in; or

21.8.3. VA must reimburse the company for media at a reasonable open market replacement cost at time of purchase.

21.8.4. Due to the highly specialized and sometimes proprietary hardware and software associated with medical equipment/systems, if it is not possible for the VA to retain the hard drive, then;

21.8.5. The equipment vendor must have an existing BAA if the device being traded in has sensitive information stored on it and hard drive(s) from the system are being returned physically intact; and

21.8.6. Any fixed hard drive on the device must be non-destructively sanitized to the greatest extent possible without negatively impacting system operation. Selective clearing down to patient data folder level is recommended using VA approved and validated overwriting technologies/methods/tools. Applicable media sanitization specifications need to be preapproved and described in the purchase order or contract.

21.8.7. A statement needs to be signed by the Director (System Owner) that states that the drive could not be removed and that (a) and (b) controls above are in place and completed. The ISO needs to maintain the documentation.

22. CONFIDENTIALITY AND NONDISCLOSURE

22.1. It is agreed that:

22.1.1. The preliminary and final deliverables and all associated working papers, application source code, and other material deemed relevant by the VA which have been generated by the contractor in the performance of this task order are the exclusive property of the U.S. Government and shall be submitted to the CO at the conclusion of the task order.

22.1.2. The CO will be the sole authorized official to release verbally or in writing, any data, the draft deliverables, the final deliverables, or any other written or printed materials pertaining to this task order. No information shall be released by the contractor. Any request for information relating to this task order presented to the contractor shall be submitted to the CO for response.

22.1.3. Press releases, marketing material or any other printed or electronic documentation related to this project, shall not be publicized without the written approval of the CO.